

## MAINTENANCE CONTRACT

THIS CONTRACT is made and entered into on September 01, 2019, by and between Petro Industrial Solutions LLC (Petro) (the "Service Company"), whose address is PO Box 26303, Christiansted, ~~VI~~ 00824 and Island Project and Operating Services LLC (IPOS) (the "Customer"), whose address is PO Box 303388, St. Thomas, Texas 00803.

WHEREAS Service Company is a company engaged in the business of servicing and industrial maintenance and is willing to provide such services to Customer as per the terms herein.

WHEREAS Customer desires to have the Service Company furnish maintenance services on the following:

Preventative Maintenance

Remedial Maintenance

Scheduled Projects

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows.

### 1. Maintenance Services.

Service Company shall maintain and service the following locations (the "Sites"):

WAPA Propane Facilities in St. Croix and St. Thomas, USVI

and keep the Equipment in good working order. Service Company shall provide scheduled preventive maintenance during regular business with the schedule to be based on the specific needs of the Equipment as determined by the Customer. In addition, Service Company shall provide unscheduled remedial maintenance ("on-call service") as and when needed. Both scheduled and unscheduled service maintenance shall include the following as deemed necessary by Service Company.

Regular services included in contract price:

See Attached labor rates

Additional services and other charges:

Equipment Rentals and material procurement

### 2. Excluded Services

Unless authorized in writing by the Customer, the Service Company shall not be required to make any of the following:

EXHIBIT

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If the services described in this provision are authorized by the Customer, and if the Service Company agrees to perform them, an additional reasonable charge will be made for the service.

### **3. Trained Employees**

Trained personnel directly employed and supervised by the Service Company will perform all services required by the terms of this Contract. The Service Company agrees that each of its employees will be properly qualified and will use reasonable care in the performance of his or her duties.

### **4. Working Hours**

(a) The services required of the Service Company under this Contract, including emergency service, shall be performed during the regular working hours of its regular working days, consisting of 7:00 am to 3:30 pm, Monday thru Friday, except as provided in (b) immediately below.

(b) If the Customer requests that the Service Company perform any of its services at times other than during its regular working hours, then for the services performed outside the regular working hours ("overtime hours"), the Customer shall be charged the OT rates on the attached rate sheet per hour as adjusted periodically to compensate for changes in the cost of labor.

### **5. Contract Price**

(a) The Customer shall pay the Service Company at the contracted rate monthly for the regular services to be performed under this Contract with the agreed skilled team on each site. For scheduled projects and/or emergency services outside of the regular maintenance team; an hourly rate will be charged to the client. Please see attached rate sheet.

(b) The amount specified in (a) above shall be adjusted annually to reflect any changes in the Service Company's cost of labor. 10 percentage of the contract price shall be increased or decreased on each anniversary of the commencement date of service under this Contract with the percentage of increase or decrease in the straight-time hourly cost (which means the straight-time hourly labor rate, including fringe benefits) for the month within which the anniversary of the commencement of service under this Contract falls as compared with the straight-time hourly cost for the month within which the commencement date of service under this Contract falls.

(c) The amount specified in (a) above shall be adjusted annually to reflect any changes in the costs of the parts, equipment, and materials supplied by the Service Company under this Contract. 10 percentage of the contract price shall be increased or decreased on each anniversary of the commencement date of service under this Contract by the percentage of increase or decrease in the costs of the parts, equipment, and materials. (d) Amounts due to Service Company will be billed to Customer on a monthly basis and will be due and payable within 30 days thereafter.

### **6. Term of Contract**

The term of this Contract shall commence on September 01, 2019 and shall continue in full force and effect until it is terminated. Either party, by giving 60 days' written notice to the other party, may terminate this Contract either at the completion of the first 5 years of service under this



Contract or at the end of any subsequent year. In any event, this Contract shall be in effect for a minimum of 1 year.

#### **7. Miscellaneous Provisions**

(a) **Applicable Law:** This Contract shall be construed under and in accordance with the laws of the United States Virgin Islands, and all obligations of the parties created under this Contract are performable both in St. Croix and St. Thomas of the USVI.

(b) **Parties Bound:** This Contract shall be binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Contract.

(c) **Legal Construction:** In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

(d) **Prior Contracts Superseded:** This Contract constitutes the sole and only Contract of the parties and supersedes any prior understandings or written or oral Contracts between the parties respecting the subject matter of this Contract.

(e) **Amendments.** This Contract may be amended by the parties only by a written Contract.

(f) **Attorneys' Fees:** If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

#### **8. Signatures**

This Contract shall be signed on behalf of Petro Industrial Solutions LLC by Adrian Melendez, its President, and on behalf of Island Project and Operating Services LLC (IPOS) by David Smith, its General Manager.



**PIS000004**

SERVICE COMPANY

Petro Industrial Solutions LLC

  
A handwritten signature in blue ink, appearing to read "Adrian Melendez", is written over a horizontal line.

By: Adrian Melendez, its President

CUSTOMER

Island Project and Operating Services LLC (IPOS)

  
A handwritten signature in blue ink, appearing to read "David Smith", is written over a horizontal line.

By: David Smith, its General Manager

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**APPENDIX A**  
**REIMBURSABLE COSTS**

A. Reimbursable Cost items shall be paid to Petro in accordance with the requirements of the Maintenance Contract signed 9/1/19.

Reimbursable Costs include:

1. Labor costs, including allowances for payroll, taxes, bonuses and holidays
2. Spare and replacement parts
3. All material, tools and equipment necessary to operate and maintain the Project
4. Chemicals
5. Lubricants (including proper disposal costs)
6. Specialized instrumentation and calibration equipment
7. Rigging and handling equipment
8. Consumables and general supplies
9. Cleaning Supplies
10. Shop equipment installed in Project
11. Authorized leased equipment
12. Specialized test and calibration equipment
13. Major equipment overhauls
14. Building repairs and maintenance (not caused by contractors under the Project Agreements)
15. Costs related to training of plant personnel
16. Consultants' fees and expenses, if incorporated in the Annual Budget or otherwise approved in advance by Owner/Customer.

B. The following will be Reimbursable Costs when specifically related to Project support:

1. Office supplies
2. Office equipment and furniture
3. Telephone and other communication service charges
4. Freight and express mail charges
5. Janitorial, cleaning, and groundskeeping services


C. Attached Appendix B-1 Rate Sheet for Hourly and Maintenance Projects.

All Services by Operator that support Project activities and all Reimbursable Costs shall be approved by Owner/Client, through the Annual Budget or otherwise, prior to implementation by Operator.

**PIS000006**



PIS000007

 <p><b>PETRO INDUSTRIAL</b></p>	PO Box 26303 Christiansted, VI 00824 Ph.340.626.3622	Customer: IPOS - Island Project and Operating Services	DATE 9/1/2020
		Project: 2020 T&M Rate Sheet - Labor	PO #
		Phase:	REV. # 2
		Location: ST.CROIX / ST. THOMAS USVI	

2019 T&M Rate Sheet - Labor											
#	DIVISION	TRADE	HOURLY RATES			CONTRACT RATES		HOLIDAY RATES		DAYS	TOTAL
			CLASS	REGULAR	OT	REG	OT	REG	OT		
1	MANAGEMENT	PROJECT MANAGER	PM	\$ 100	\$ 130	\$88.00	\$114.40	\$65.00	\$104.00		
2		PROJECT ENGINEER	PM	\$ 115	\$ 150	\$101.20	\$131.56	\$74.75	\$119.60		
2		LEAD SUPERINTENDENT	SPT	\$ 82	\$ 107	\$72.16	\$93.81	\$53.30	\$85.28		
3		FIELD SUPERINTENDENT	SPT	\$ 65	\$ 85	\$57.20	\$74.36	\$42.25	\$67.60		
4		TRADE FOREMAN (C,M,E,P)	FRM	\$ 60	\$ 78	\$52.80	\$68.64	\$39.00	\$62.40		
5		SAFETY SUPERVISOR	SFT	\$ 50	\$ 65	\$44.00	\$57.20	\$32.50	\$52.00		
6		ADMINISTRATIVE ASSISTANT	ADM	\$ 35	\$ 46	\$30.80	\$40.04	\$22.75	\$36.40		
7	QUALITY CONTROL	QUALITY CONTROL- CWI	QT	\$ 65	\$ 85	\$57.20	\$74.36	\$42.25	\$67.60		
8		QUALITY CONTROL- NON- CWI	QT	\$ 50	\$ 65	\$44.00	\$57.20	\$32.50	\$52.00		
9	MECHANICAL	INSTRUMENT TECHNICIAN	ITC	\$ 82	\$ 107	\$72.16	\$93.81	\$53.30	\$85.28		
10		MILLWRIGHT	A	\$ 60	\$ 78	\$52.80	\$68.64	\$39.00	\$62.40		
11		PIPE FITTER	A	\$ 50	\$ 65	\$44.00	\$57.20	\$32.50	\$52.00		
12		WELDER	A	\$ 60	\$ 78	\$52.80	\$68.64	\$39.00	\$62.40		
13		BOILERMAKER	A	\$ 50	\$ 65	\$44.00	\$57.20	\$32.50	\$52.00		
14		PAINTER	A	\$ 44	\$ 57	\$38.72	\$50.34	\$28.60	\$45.76		
15		BLASTER	A	\$ 44	\$ 57	\$38.72	\$50.34	\$28.60	\$45.76		
16		INSULATOR	A	\$ 44	\$ 57	\$38.72	\$50.34	\$28.60	\$45.76		
17	ELECTRICAL	ELECTRICIAN	A	\$ 60	\$ 78	\$52.80	\$68.64	\$39.00	\$62.40		
18	CIVIL	CARPENTER	A	\$ 45	\$ 59	\$39.60	\$51.48	\$29.25	\$46.80		
19		MASON	A	\$ 44	\$ 57	\$38.72	\$50.34	\$28.60	\$45.76		
20		RODBUSTER	A	\$ 42	\$ 55	\$36.96	\$48.05	\$27.30	\$43.58		
21	APPRENTICES	LABORER	B	\$ 35	\$ 46	\$30.80	\$40.04	\$22.75	\$36.40		

1) LABOR RATES INCLUDE, TRAINING, INSURANCE AND OVERHEAD. 2) OTHER EXPENSES TO BE REIMBURSED AT COST PLUS 15% WITH PRIOR APPROVAL.

2) With prior IPOS management approval for use of non-local labor, travel expenses (airfare, transportation) will be reimbursed at cost plus 15%. If IPOS lodging is not available, rental lodging will be reimbursed at cost plus 15%, with approval by IPOS. For non-local labor, per diem rate will be \$75 per day.

3) Contract Rate are only in used with an annual contract / Call out Rates are based on the Hourly Rates above with a minimum of 4hours